

# **APPENDIX A**

## **STATEMENT OF WORK**

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## **APPENDIX A**

### **STATEMENT OF WORK (SOW)**

#### **1.0 SCOPE OF WORK**

1.1 **The Scope of Work** outlines the services (hereafter “Services”) required to operate the Dietary Administrative Support Services Program (hereafter “DASS” or “Program”) to Clients as mandated by the Older Americans Act reauthorized (OAA) (42 USC 3001-3058); Code of Federal Regulations (45 CFR 1321.1 – 1321.83); 22 CCR 7000 et seq.; Older Californians Act (OCA); Welfare and Institutions Code (WIC), Section 9000 et seq., current U.S. Department of Agriculture (USDA) Supplemental Nutrition Assistance Program, Education Guidance Nutrition Education and Obesity Prevention Program (SNAP-Ed); California Business and Professions Code, Sections 2585 and 2586, California Department of Aging (CDA) Program Memoranda; Directives and Los Angeles County Community and Senior Services (CSS) Program Memoranda/Directives and Standard Services as budgeted in Appendix C (Mandated Program Services) and/or approved by County. Contractor has established a fixed rate for each Unit of Service (defined Section 10.0 Specific Work Requirements provided by Contractor.

1.1.1 DASS Program provides Services at Area Agency on Aging (“AAA”) Elderly Nutrition Program (“ENP”) Service Locations and facilities including central kitchens and caterer food production locations.

1.1.2 ENP is funded by Federal, State, and County funds and is intended to maintain or improve the physical and social well-being of mobile and homebound Older Individuals (see Appendix C (Sample Contract) Exhibit P, Definitions). ENP provides meals to eligible individuals in a group setting at strategically located congregate meal sites or through nutritious meals delivered in home environments to eligible individuals who are homebound by reason of illness, disability, or isolation. The ENP, through its Contractors, prepares meals or purchases meals from caterers to serve to Clients.

1.1.2.1 Contractor shall ensure compliance with Title III C of the OAA and Hazard Analysis Critical Control Points (HACCP) (see Appendix C (Sample Contract) Exhibit P, Definitions) requirements which include food service oversight, development of menus, food production and safety, and sanitation practices. These requirements shall be met through In-Service Training to staff, including volunteers; monitoring of

Congregate Meal Sites, central kitchens, caterers, and Home-Delivered Meal Routes; and providing technical assistance as needed.

1.2 **Goals of the Program** are to provide centralized dietary services including food service oversight at food production locations, menu development, staff training, technical assistance for Area Agency on Aging (“AAA”) Elderly Nutrition Program (“ENP”) service providers, and nutrition education.

1.3 **DASS includes:**

1.3.1 Participating in the development and review of the AAA nutrition services policies, procedures, and standards .and Area Plan development related to nutrition services.

1.3.2 Centralized dietary services including food service oversight and monitoring at food production locations, facilities, caterers, and Home-Delivered Meal Routes.

1.3.3 Menu development and review.

1.3.4 In-Service Training for ENP Contractors.

1.3.5 Nutrition education for ENP Congregate Meal and Home Delivered Meal Clients designed to improve Client health and promote improved food selection, eating habits, nutrition, health promotion, and disease prevention practices.

1.3.6 Nutrition counseling, on a one-to-one basis to Clients who are at moderate or high nutritional risk and are currently receiving Services in a County of Los Angeles AAA ENP or other County AAA funded program.

1.3.7 Supplemental Nutrition Assistance Program-Nutrition Education Obesity Prevention (SNAP-Ed).

1.3.7.1 SNAP-Ed is a program that is federally funded with a grant from the USDA. CDA, with support of the California Department of Social Services (CDSS), (see Appendix C (Sample Contract), Exhibit P Definitions has collaborated to expand SNAP-Ed Services to California’s Older Individuals. The SNAP-Ed grant is to provide nutrition education and obesity prevention interventions to low income Older Individuals at eligible ENP Contractor OAA Title III-C-1 Congregate Nutrition Program sites.

- 1.3.7.2 The purpose of SNAP-Ed is to increase the knowledge and behaviors of low-income Older Individuals to make healthy food choices within their limited budget using evidence-based nutrition education and physical activity interventions to encourage more active lifestyles consistent with the current Dietary Guidelines for Americans (see Appendix C (Sample Contract), Exhibit P (Definitions)) and USDA food guidance, as referenced in Subsection 1.1 of this Exhibit.

## **2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

- 2.1 Services must be provided throughout the entire geographical boundaries of Los Angeles County (excluding the City of Los Angeles).
- 2.2 Prior to modifying or terminating a site, or revising hours of Service at a previously designated location(s), and before commencing such Services at any other location, Contractor shall obtain written consent from County, and shall comply with Appendix C (Sample Contract), Subparagraph 8.1 (Amendments) as applicable.
- 2.3 Contractor shall inform County in writing and receive written County approval at least 60 days prior to relocation of Contractor's office or site location(s).
- 2.4 Contractor shall include the identity of each designated community focal point as specified in OAA Section 102 (a)(21), 42 USC 3026(a)(3)(A)), Contractor shall utilize Appendix C (Sample Contract), Exhibit F (Contractor's Administration) to identify or update the designated focal point site locations, as needed.

## **3.0 QUALITY CONTROL**

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of Service throughout the term of the Contract. The Quality Control Plan shall be submitted to County Contract Project Monitor for review every six (6) months or more frequently as imposed by County. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 Documentation of activities that take place, before, during, and after program implementation; Program output measures, outcome measures (see Appendix C (Sample Contract) Exhibit P – Definitions), and data collection process to measure program effectiveness; and 3.2 A record of all

inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

#### **4.0 QUALITY ASSURANCE PLAN**

County will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in Appendix C (Sample Contract), Sub-paragraph 8.15 – (County's Quality Assurance Plan).

##### **4.1 Meetings**

Contractor is mandated to attend all meetings called by County, or authorized designee. Contractor shall be given three (3) to five (5) days advance notice of all scheduled meetings with County. Contractor may also be required to attend emergency meetings without the above stated advance notice when necessary.

4.1.1 Contractor shall complete a sign-in sheet for face-to-face meetings. A roll call will be taken for meetings attended via WebEx. Penalties will apply for Contractor's failure to attend either face-to-face or WebEx meetings pursuant to Appendix B (Statement of Work Exhibits), Exhibit 2 – (Performance Requirements Summary (PRS) Chart).

4.1.2 Contractor staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by County. Contractor may also choose to attend meetings outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Client Services, as well as other meetings designated by County.

##### **4.2 Contract Discrepancy Report (SOW Exhibit 1 of Appendix B)**

Verbal notification of a Contract discrepancy will be made to Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon in writing by County and Contractor.

4.3 **The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued.** Upon receipt of this document, Contractor is required to respond in writing to the County Contract Project Monitor within five (5) work days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report

shall be submitted to the County Contract Project Monitor within five (5) work days.

#### **4.4 County Observations**

In addition to County's contracting staff, other County personnel and State representatives may observe performance, activities, and review documents relevant to the Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance.

### **5.0 DEFINITIONS**

For a listing of Definitions for this Program, refer to Appendix C (Sample Contract), Exhibit P (Definitions).

### **6.0 RESPONSIBILITIES**

County's and Contractor's responsibilities are as follows:

#### **COUNTY**

##### **6.1 Personnel**

County will administer the Contract according to Appendix C (Sample Contract), Paragraph 6.0 – (Administration of Contract – County). Specific duties will include:

- 6.1.1 Monitoring Contractor's performance in the daily operation of the Contract.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Appendix C (Sample Contract), Sub-paragraph 8.1 (Amendments).

##### **6.2 INTENTIONALLY OMITTED**

#### **CONTRACTOR**

##### **6.3 Project Manager**

- 6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hours per day basis.

- 6.3.2 Contractor shall immediately notify County of any significant change in the status of the Project Manager position. If for any reason the position should become vacant, Contractor shall immediately, within 24 hours, fill the position with a temporary replacement and shall fill the position with a permanent person within 30 days from vacancy.
- 6.3.3 Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract.
- 6.3.4 Project Manager will plan, organize, and direct all administrative and Program activities related to the Contract. Project Manager will define lines of authority and will develop the roles and parameters of responsibility for Program staff consistent with established County requirements.
- 6.3.5 Project Manager will serve as the coordinator/liaison for all AAA DASS Services, ensuring that any communications related to the Program are conveyed to the appropriate personnel. The Project Manager or their alternate shall oversee all the daily activities.
  - 6.3.5.1 Minimum Education, Experience and Qualifications: Project Manager must possess and demonstrate all of the following:
    - 6.3.5.1.1 Bachelor's Degree in Dietetics or a related discipline from a college or university accredited by the Western Association of Schools and Colleges (see Appendix C (Sample Contract) Exhibit P – Definitions) or other regional accreditation agency.
    - 6.3.5.1.2 Satisfactory completion of an examination and current registration with the Commission on Dietetic Registration (CDR) as described in Appendix C (Sample Contract) Exhibit P- (Definitions), the credentialing agency of the Academy of Nutrition and Dietetics (A.N.D.), (see Appendix C Sample Contract, Exhibit P Definitions), (formerly the American Dietetic Association, (A.D.A.) (see Appendix C (Sample Contract), Exhibit P Definitions).



- 6.3.5.1.3 Current ServSafe Certification (available from the National Restaurant Association) as described in Appendix C (Sample Contract), Exhibit P (Definitions).
- 6.3.5.1.4 Current Hazard Analysis Critical Control Points (HACCP) Certification in compliance with the most current regulatory requirements of the Food and Drug Administration (FDA), the United States Department of Agriculture (USDA), and the National Sanitation Foundation (NSF), as described in Appendix C (Sample Contract), Exhibit P (Definitions).
- 6.3.5.1.5 A minimum of eight (8) years of experience in food service production, management, and HACCP systems.
- 6.3.5.1.6 Current Certified Professional Food Safety (CP-FS) certificate as described in Appendix C (Sample Contract), Exhibit P (Definitions).
- 6.3.5.1.7 Demonstrate problem-solving skills and experience.
- 6.3.5.1.8 Ability to explain administrative and goals, policies, and procedures, and assist staff in adjusting to changes that occur.
- 6.3.5.1.9 Ability to plan, organize, implement, and evaluate evidence-based nutrition education and obesity prevention interventions as required by the Food and Nutrition Service (FNS) and the Interim Rule (refer to FNS website at <https://snaped.fns.usda.gov/national-snap-ed/snap-ed-plan-guidance-and-templates>) producing nutrition health-related outcomes such as reduced nutrition risk as measured by SNAP-Ed policies and guidelines.

- 6.3.5.1.10 Ability to encourage the development of professional growth and skills through access to training and current literature to all DASS Contractor staff
- 6.3.5.1.11 Ability to monitor and evaluate the performance of Services based on established criteria.
- 6.3.5.1.12 Ability to evaluate the performance of Contractor staff based on established criteria.
- 6.3.5.1.13 Project Manager shall be able to effectively speak, read, and write fluently in English.
- 6.3.5.1.14 Current membership in the A.N.D. is desirable.

#### **6.4 Personnel**

- 6.4.1 Contractor shall assign a sufficient number of qualified employees with the appropriate education, licensure, and experience noted below to perform the required Work. These employees must be capable of establishing effective communication with Clients as well as other AAA network providers. The total number of employees shall be based on the method and level of Services provided and the size of the service area served by Contractor.
- 6.4.2 Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth herein, as well as any other applicable staffing requirements of County necessary for Contractor to provide Services hereunder. Such personnel shall meet all qualifications in the Contract, as well as those provided by County through Contract Amendments, Administrative Directives, and Program Policy Memorandums.
- 6.4.3 Contractor shall always have a staff member that speaks and understands English and has the authority to act on behalf of Contractor in every detail available during work hours.
- 6.4.4 Contractor shall conduct a background check on their employees as set forth in Appendix C (Sample Contract), Sub-paragraph 7.4 – (Background and Security Investigations). Contractor shall also conduct a background check on any volunteer that has direct

Client contact and has access to the Client's personal information and/or case file.

- 6.4.5 Contractor shall notify County of any significant personnel change and shall fill vacancies for critical positions within 30 (thirty) days. Contractor shall give preference to hiring Older Individuals subject to the qualifications of the position.
- 6.4.6 Student Interns, should any be used, shall be solely the responsibility of Contractor and shall report to the Project Manager or another employee of Contractor as designated by the Project Manager
- 6.4.7 Contractor shall conduct a background check on any Student Intern that has direct Client contact and has access to the Client's personal information and/or case file.
- 6.4.8 Lead Registered Dietician (RD) for County AAA ENP: Contractor shall employ one (1) Lead RD to provide oversight of County AAA ENP Services (These responsibilities may also be provided by Project Manager).
  - 6.4.8.1. Minimum Education, Experience and Qualifications: The Lead RD must demonstrate evidence of all the following as specified in the California Business and Professions Code, Section 2585:
    - 6.4.8.1.1 Eighteen (18) years of age or older.
    - 6.4.8.1.2 Bachelor's Degree or higher in Dietetics or a related discipline from a college or university accredited by the Western Association of Schools and Colleges or other regional accreditation agency.
    - 6.4.8.1.3 Satisfactory completion of a program of supervised practice for a minimum of 900 hours that is designed to prepare entry level practitioners through instruction and assignments in a clinical setting. Supervisors of the Program shall meet minimum qualifications established by public or private agencies or institutions recognized by the State Department of Health Services.

- 6.4.8.1.4 Satisfactory completion of an examination administered by CDR or a public or private agency or institution recognized by the State Department of Public Health as qualified to administer the examinations.
- 6.4.8.1.5 Satisfactory completion of continuing education requirements established by CDR or a public or private agency or institution recognized by the State Department of Public Health to establish the requirements.
- 6.4.8.1.6 Current registration with the Commission on Dietetic Registration (CDR).
- 6.4.8.1.7 A minimum of four (4) years professional experience in dietetics food service management.
- 6.4.8.1.8 Current membership in the A.N.D. is desirable.

6.4.9 Registered Dietician (RD): Contractor must employ a minimum of five (5) RDs; one (1) RD shall be assigned to serve each Supervisorial District, for a total of five (5) RDs:

6.4.9.1 Minimum Education, Experience and Qualifications: The RD must demonstrate evidence of all the following as specified in the California Business and Professions Code, Section 2585.

- 6.4.9.1.1 Eighteen (18) years of age or older.
- 6.4.8.1.2 A Bachelor's Degree or higher in Dietetics or a related discipline from a college or university accredited by the Western Association of Schools and Colleges or other regional accreditation agency.
- 6.4.9.1.3 Satisfactory completion of a program of supervised practice for a minimum of 900 hours that is designed to prepare entry level practitioners through instruction and assignments in a clinical setting. Supervisors of the Program shall meet minimum qualifications established by public or private agencies or institutions

recognized by the State Department of Health Services.

6.4.9.1.4 Satisfactory completion of an examination administered by CDR or a public or private agency or institution recognized by the State Department of Public Health as qualified to administer the examinations.

6.4.9.1.5 Satisfactory completion of continuing education requirements established by CDR or a public or private agency or institution recognized by the State Department of Public Health to establish the requirements.

6.4.9.1.6 Current registration with the Commission on Dietetic Registration (CDR).

6.4.9.1.7 Two (2) years professional experience in dietetics food service management.

6.4.9.1.8 Current membership in the A.N.D. is desirable.

6.4.10 Dietetic Technician, Registered: Contractor may employ a Dietetic Technician (DTR).

6.4.10.1 Responsibilities: Under the direction of the Project Manager, the Dietetic Technician may assist with Nutrition Education, Home-Delivered Meal Program Route evaluation, and food service activities outlined in the Exhibit, as appropriate.

6.4.10.2 Minimum Education, Experience and Qualifications: The DTR must demonstrate evidence of all the following as specified in the California Business and Professions Code, Section 2585:

6.4.10.2.1 Eighteen (18) years of age or older.

6.4.10.2.2 Satisfactory completion of either of the following:

6.4.10.2.2.1 Appropriate academic requirements for dietetic technicians, and an

Associate's Degree or higher from a college or university accredited by the Western Association of Schools and Colleges or other regional accreditation agency, and at least 450 hours of supervised practice experience. Supervisors of practice experiences shall meet the minimum qualifications established by public or private agencies or institutions recognized by the State Department of Public Health to establish the qualifications; or

6.4.10.2.2.2 A Bachelor's Degree or higher in Dietetics or a related discipline from a college or university accredited by the Western Association of Schools and Colleges or other regional accreditation agency.

6.4.10.2.3 Satisfactory completion of an examination administered by CDR or a public or private agency or institution recognized by the State Department of Public Health to administer the examination.

6.4.10.2.4 Satisfactory completion of continuing education requirements established by CDR or a public or private agency or institution recognized by the State Department of Public Health to establish the requirements.

6.4.10.2.5 Current registration with the Commission on Dietetic Registration (CDR).

6.4.10.2.6 Current membership in the A.N.D. is desirable.

6.4.11 Other Staff: Contractor shall also have a sufficient number of qualified and Program-relevant staff with the appropriate education and experience to carry out the requirements of the DASS Program.

6.4.11.1 All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Staff other than the RD, including interns, shall not perform any of the responsibilities of the RDs unless first approved by County in writing.

6.4.11.2 Dietetic Graduate: Contractor may employ a Dietetic Graduate.

6.4.11.2.1 Responsibilities: Under the direction of the RD, the Dietetic Graduate may assist with Home Delivered Route Monitoring, and other Services outlined in this Exhibit.

6.4.11.2.2 Minimum Education, Experience and Qualifications: The Dietetic Graduate must demonstrate evidence of the following:

6.4.11.2.2.1 Eighteen (18) years of age or older.

6.4.11.2.2.2 A Bachelor's Degree or higher from a college or university accredited by the Western Association of Schools and Colleges, or other regional accreditation agency.

6.4.11.3 Dietetic Student/Intern: Contractor may employ Dietetic Students or Dietetic Interns.

6.4.11.3.1 Responsibilities: Under the direction of the RD, Dietetic Students/Interns may provide or assist in Services outlined in this Exhibit.

6.4.11.3.2 Minimum Education, Experience and Qualifications: The Dietetic Student/Intern must show evidence of the following:

6.4.11.3.2.1 Eighteen (18) years of age or older.

6.4.11.3.2.2 Enrolled in an A.N.D approved Dietetic Technician Program.

#### 6.4.11.4 Volunteers

6.4.11.4.1 Contractor shall recruit, train, and use Volunteers in any phase of Program operations provided that Contractor ensures Volunteers are appropriately trained and qualified for the responsibilities assigned prior to beginning those responsibilities.

6.4.11.4.2 Volunteers shall be the sole responsibility of Contractor and shall report to the Project Manager or to another employee of Contractor as designated by the Project Manager (if applicable).

6.4.11.4.3 If possible, Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for Volunteers or Clients (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service (CNCS) (see Appendix C (Sample Contract), Exhibit P (Definitions)) in a community service setting.

6.4.11.4.4 Contractor shall conduct a background check on any volunteer that has direct Client contact.

### 6.5 **Identification Badges**

6.5.1 Contractor shall ensure their employees are appropriately identified as set forth in Appendix C (Sample Contract) Sub-paragraph 7.3 (Contractor's Staff Identification).

### 6.6 **Materials and Equipment**

6.6.1 The purchase of all materials/equipment to provide the needed Services is the responsibility of Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.



- 6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA) standards.
- 6.6.3 Contractor must obtain County approval in writing prior to the purchase of any equipment or vehicles purchased with County funds.
- 6.6.4 All non-capital asset equipment shall be assigned to a manager or supervisor at the location of the equipment.
- 6.6.5 Equipment or vehicles purchased with County funds must be tagged and recorded:
  - 6.6.5.1 Description
  - 6.6.5.2 Serial Number
  - 6.6.5.3 Manufacturer
  - 6.6.5.4 Title Holder
  - 6.6.5.5 Fund Source
  - 6.6.5.6 Acquisition date and unit cost
- 6.6.6 Contractor must obtain County approval prior to the disposal of any equipment or vehicles purchased with County funds.
- 6.6.7 Contractor shall contact the County regarding the appropriate procedure to follow before disposing of equipment or vehicles purchased with County funds.

## **6.7 Training**

- 6.7.1 Contractor shall provide training programs for all new employees and continue in-service training for all existing employees. Training shall include the provision of an orientation to all new staff (which shall include employees and volunteers). Contractor shall ensure that its staff, including employees and volunteers, both existing and new, are properly trained in all areas related to providing DASS Services.
- 6.7.2 All staff shall be trained in their assigned tasks and in the safe handling of equipment.
- 6.7.3 Contractor shall implement a yearly written internal staff training plan, approved by County. The training plan shall be maintained on

file by Contractor, and shall identify who is to be trained, who will conduct the training, training content, and date scheduled.

- 6.7.4 Contractor is to maintain written documentation of all training including agendas, topics, training materials, training evaluations, and attendance records/sign-in sheets which include both a printed name and a signature of attendees. Contractor shall make training records available for inspection by County or State representatives upon request.
- 6.7.5 Contractor's Project Manager shall ensure that all appropriate Contractor staff attend all training sessions as required by County, held at a County facility or at another site, or online as determined by County for Contractor's benefit. Further, Contractor shall ensure that, at a minimum, a Contractor's designated, paid employee represents Contractor at each training session. Contractor may also choose to attend educational training opportunities outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Client Services, as well as other trainings designated by County.
- 6.7.6 Contractor staff is also required to regularly attend trainings that offer ways to expand knowledge of and increase efficiency in the Services provided. These trainings may be called by County and held at a County facility at another site, or online as determined by County.
- 6.7.7 Contractor shall attend all mandated trainings, called by County, or authorized designee. Mandated trainings may be held at a County facility, at another site, or online. Contractor shall be given three (3) to five (5) days advance notice of all scheduled trainings with County. Contractor may also be required to attend emergency trainings without the above stated advance notice when necessary. Failure to attend all mandated trainings shall be considered non-compliance with the Contract, and may result in further action pursuant to Appendix C (Sample Contract) Paragraph 9.13 (Probation and Suspension), and any other applicable remedies.
  - 6.7.7.1 Contractor shall complete a sign-in sheet for face-to-face trainings. A roll call will be taken for trainings attended via WebEx.
- 6.7.8 Security Awareness Training: Contractor shall ensure that Contractor employees and volunteers who handle personal, sensitive or confidential information relating to the Program complete the Security Awareness Training module annually. The training module is located at [www.aging.ca.gov](http://www.aging.ca.gov) within 30 days of

the start date of this Contract or within 30 days of the start date of any new employees or volunteer performance under this Contract.

6.7.8.1 Contractor shall maintain certificates of completion of Security Awareness Training on file and provide them upon request by County or State representatives.

## 6.8 Contractor's Office

6.8.1 Contractor shall maintain a physical office in Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be open for a minimum eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall be staffed by at least one (1) employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. When the office is closed during non-business hours, an answering service shall be provided to receive calls. **Contractor shall answer calls received by the answering service within forty-eight (48) hours of receipt of the call.** Contractor shall always have a staff member with the authority to act on behalf of Contractor available during work hours.

6.8.2 Contractor shall publicly display at all Contractor office location/sites the days and hours of operation for the provision of contracted Services.

Contractor shall ensure that availability for Services is appropriate for the demographics associated with the Service area (site or office location).

6.8.3 Contractor shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Contractor shall comply with the Americans with Disabilities Act of 1990, as amended.

6.8.4 Contractor shall ensure that all site locations are maintained to prevent the entrance and harborage of animals, birds, and vermin, including, but not limited to, rodents and insects. Contractor shall ensure that the services of a Certified (Licensed) pest control company are obtained to fumigate the premises and perform pest

control services on a monthly basis. A Licensed Pest Control Operator is the only person that can use products/or chemicals in the facility that are deemed acceptable for a commercial kitchen/foodservice facility. Unlicensed pest control staff cannot use any type of pesticides, traps, bait or other unauthorized methods in the facility for pest control.

- 6.8.5 Contractor shall observe all applicable local, State, and Federal health and safety standards. Contractor shall ensure that all Program Clients and Contractor employees and volunteers in a position not covered under the Occupational Safety and Health Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act as amended (California Labor Code Section 6300 et. Seq.), are not required or permitted to work, be trained or receive services under working conditions that are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

#### **6.9 Multilingual and Multicultural Capabilities of Contractor Staff**

- 6.9.1 Contractor shall attempt to provide Services in the primary/native language of the Client or in areas where a significant number of Clients do not speak English as their primary language. Contractor shall make efforts to employ staff and recruit volunteers who are bilingual or who are fluent in the dominant languages of the community. Contractor shall not require any Client to provide his/her own interpreter.
- 6.9.2 Contractor must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Contractor must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served.
- 6.9.3 In addition, Contractor and its employees, including volunteers, are expected to develop cultural competency and cross-cultural clinical practice skills. Contractor must also develop effective linkages with various ethnic, health, and social service agencies for the benefit of Clients to reflect the ethnic and cultural needs of the community being served.

#### **6.10 Collaborations**

- 6.10.1 Contractor must form collaborations with County and City of Los Angeles, other AAAs contractors providing Services funded through the OAA, contractors and other community organizations in order to ensure comprehensive and coordinated Service

delivery and to prevent unnecessary duplication of Services. Contractor is encouraged to share vital assessment information with other agencies providing Services to the Client in the home. However, in sharing information with other agencies, Contractor must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.

6.10.2 Contractor shall develop linkages with other community-based long-term care service providers, particularly those that see the Client at home.

6.10.3 Contractor shall establish procedures to protect all Client information consistent with the terms of this Contract; any amendments thereto; and all applicable laws and shall not disclose Client information without written consent from County and the Client.

## **7.0 HOURS/DAYS OF WORK**

7.1 Contractor's staff shall be available to all Clients, potential Clients, referral sources, as well as County on a minimum five (5) days per -week basis (Monday through Friday), eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., (not including County recognized holidays). A list of County recognized holidays is provided in Appendix B (Statement of Work Exhibits), Exhibit 5 (County Recognized Holidays). Contractor's sites shall only be closed on County recognized holidays.

7.2 Contractor is to provide County advance written notice and request prior approval from County in writing for any site closure or disruption of service for any non-County recognized holidays (i.e., vacations, city shut-downs or religious holidays). This notice is to state the date and reason for the closure and to provide an action plan to ensure that delivery of services is not disrupted. Action plan must be approved by County prior to implementation.

7.3 Contractor's staff shall provide personal telephone contact with Clients, potential Clients, and County during Contractor's hours of operation. Contractor shall also ensure that each office location has a telephone answering machine or voice mail system in place during off-business hours. Contractor's staff shall check and respond to all messages in a timely manner **but not to exceed forty-eight (48) hours within receipt of the call.**

## **8.0 WORK SCHEDULES**

8.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within fourteen (14) days prior to

starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies.

- 8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within fourteen (14) working days prior to scheduled time for work.
- 8.3 County may request, at its sole discretion, a deviation of regular work schedule to address site/task demands.

## **9.0 UNSCHEDULED WORK**

- 9.1 County Project Manager or his designee may authorize Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities. In the event of an emergency, County may request, at its sole discretion, that Contractor provide Services beyond regular hours of operation.
- 9.2 Prior to performing any unscheduled work, Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds Contractor's estimate, County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

## **10.0 SPECIFIC WORK REQUIREMENTS**

### **10.1 Client Eligibility Criteria**

- 10.1.1 The U.S. Department of Health and Human Services (HHS) Administration on Aging (AoA) determines the criteria for Clients to be eligible to receive DASS Services. The criteria are based on the current guidelines of the Older Americans Act of 1965, as

reauthorized in October 2006. These guidelines may be enhanced based on Federal, State, and County regulations and policies. Unless otherwise expressly indicated in this Contract or by Federal, State, or local law, Contractor shall only provide DASS Program Services to eligible Clients as defined below:

10.1.1.1 AAA funded ENP Contractors and their caterers, (hereafter, "Contractor").

10.1.1.2 An Older Individual (age sixty (60) or older) enrolled in the ENP, (hereafter "Client").

## 10.2 Specific Tasks:

10.2.1.1 Current ENP Contractors shall work with the DASS Program Contractor as indicated, for Services below:

10.2.2 **Title III C1/C2 ENP Annual Review:** Contractor shall provide a Lead RD, under the direction of the Project Manager, to provide monitoring oversight of County AAA ENP Services which includes the following tasks:

10.2.2.1 Contractor shall conduct an annual on-site monitoring of ENP Service Contractors. This shall include evaluating customer service and ensuring the ENP Contractor is in compliance with Program requirements such as the HACCP safety and sanitation standards outlined in the AAA Food Service Standard Operating Procedures Manual and the requirements of the California Retail Food Code. At a minimum, annual monitoring shall include verification that:

10.2.2.1.1 Meals comply with the nutrition requirements of menus (22 CCR 7638.5

10.2.2.1.2 Food safety standards are in accordance with the California Retail Food Code (CFRC).

10.2.2.1.3 Contractor shall conduct an evaluation of all aspects of ENP Program once per year utilizing the Los Angeles County AAA Annual Nutrition Assessment in Appendix B (Statement of Work Exhibits), Exhibit

9) to ensure compliance with ENP requirements.

10.2.2.2 Contractor shall participate in the development of OAA ENP Services, policies, procedures, and standards (22 CCR 7634.3(a)).

10.2.2.1 The Unit of Measurement and Unit Rate for this Service are listed in the chart in Section 10.3 Summary of Units of Service.

10.2.3 **Title III C1/C2 Area Plan Review:** Contractor shall provide a Lead RD to assist in the development of the AAA Area Plan related to nutrition services, which include the following tasks:

10.2.3.1 Contractor shall participate in developing the Area Plan as related to nutrition services (22 CCR 7300 – 7320).

10.2.3.2 Contractor shall provide input on future AAA ENP Statements of Work concerning nutrition services (22 CCR 7352 – 7364).

10.2.3.3 Contractor shall develop yearly written ENP training curriculum and ensure that the curriculum content for training ENP Contractor staff has been reviewed and approved prior to presentation (22 CCR 7636.5(c)).

10.2.3.4 Contractor shall conduct an annual review of ENP Contractors' training documentation including: agendas, topics, training materials, training evaluations, and attendance records/sign-in sheets with the name and signature of attendees.

10.2.3.5 Contractor shall provide input for Client nutrition education curriculum and ensure that all nutrition education services for ENP Clients has been reviewed and approved prior to presentation (22 CCR 7638.11(b)).

10.2.3.6 Contractor shall ensure that nutrition screening scores are accurately collected from all ENP Clients (22 CCR 7636.1(b)(7)).

10.2.3.7 Contractor shall provide recipe and menu development and conduct menu nutrient analysis.



- 10.2.3.8 Contractor shall conduct product research to locate best equipment, supplies or food products for food service operations.
- 10.2.3.9 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.
- 10.2.4 **Nutrition Education:** Nutrition Education is designed to improve Client health and to promote improved food selection, eating habits, nutrition, health promotion, and disease prevention practices.
  - 10.2.4.1 A yearly written Nutrition Education plan shall be developed, implemented, monitored, and kept on file by Contractor. Nutrition Education shall be developed and planned by the Contractor and its Lead Registered Dietitian (RD) for County AAA ENP at the beginning of each fiscal year, with input from ENP Contract Program Managers, Quality Assurance Committee members (see Appendix C (Sample Contract) Exhibit P, Definitions), and Clients. Nutrition Education plan must be approved by Lead RD for County AAA ENP and County prior to implementation.
  - 10.2.4.2 Nutrition Education Services shall be current, relevant, and based on the particular needs of Clients as determined by annual Clients' needs assessments and evaluation surveys.
- 10.2.5 **Congregate Meals Program (Title III C-1) Nutrition Education Group Sessions:** Contractor shall provide Nutrition Education Group Sessions to a group of three (3) or more Clients, for a maximum of one (1) hour per group session. This includes group sessions at ENP Congregate Meal Sites that incorporate instructional information/materials such as audio-visual presentations, lectures, newsletters, posters, displays, etc.
  - 10.2.5.1 Nutrition Education Group Sessions shall be culturally sensitive as stated in Appendix C (Sample Contract), Exhibit P (Definitions), and presented in languages appropriate for the audience.

- 10.2.5.2 Nutrition Education Group Sessions shall address issues such as nutritional diets, meal planning, weight loss, portion control, goal setting, obesity prevention, dietary problems, and dietary best practices, etc.
  - 10.2.5.2.1 Contractor shall conduct Nutrition Education Group Sessions a minimum of six (6) to a maximum of eight (8) times per fiscal year at each ENP Congregate Meal Site serving meals five (5) to seven (7) days per week.
  - 10.2.5.2.2 Contractor shall conduct Nutrition Education Group Sessions a minimum of four (4) times per fiscal year at each ENP congregate meal site that serves meals less than five (5) days per week.
  - 10.2.5.2.3 Contractor shall maintain documentation on all Nutrition Education Group Sessions identifying location/ Congregate Meal Site, and time of session, along with sign-in sheets, and the total number of attendees at each site. Contractor shall keep this documentation on file at Contractor's office and it shall be available for review by County during on-site monitoring.
  - 10.2.5.2.4 Contractor shall report, as part of the Monthly Summary Report (see Appendix C (Sample Contract) Exhibit P, Definitions), a detail of the number of hours and number of attendees for each individual Congregate Meal Site Nutrition Education Group Session, supported by attendance records. Contractor shall submit the Monthly Summary Report to County and the information shall also be entered into the MIS by Contractor.

10.2.5.2.4.1 Contractor shall enter into the MIS 1 Session per Client.

10.2.5.2.5 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.

10.2.6 **Home-Delivered Meal Program (Title III C-2) Nutrition Education:** Contractor shall provide printed Nutrition Education materials (i.e., Flyers, newsletters, or brochures) to Home-Delivered Meal Program Clients that have been approved by the Lead Registered RD for AAA ENP.

10.2.6.1 Nutrition Education materials shall be translated into appropriate languages and presented in a culturally sensitive manner to meet the needs of the Client.

10.2.6.2 Contractor shall provide Nutrition Education materials to ENP Contractors for distribution to each Home-Delivered Meal Client on a quarterly basis or a minimum of four (4) times throughout the fiscal year. Contractor shall contact each ENP Contractor to determine the number of Nutrition Education materials to be distributed.

10.2.6.3 Each quarter (every three (3) months), Contractor shall provide samples of Nutrition Education materials in various languages to County.

10.2.6.4 Contractor shall document the number of Nutrition Education materials provided to Clients and enter the total documented number of Nutrition Education handouts given to Clients into the MIS quarterly.

10.2.6.5 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.

10.2.7 **Title III C1/C2 Nutrition Counseling:** Nutrition Counseling is to provide individualized advice and guidance to Clients who are at nutritional risk because of their health or nutritional history, dietary intake, medication(s) use, or chronic illness. Counseling shall include a discussion with the Client about options and

methods for improving their nutritional status, and shall be performed by an RD as defined and in accordance with Sections 2585 and 2586 of the California Business and Professions Code.

10.2.7.1 Eligibility Criteria

An Older Individual diagnosed with Diabetes and/or who received a Nutritional Risk Score (NRS) (see Appendix C (Sample Contract), Exhibit P (Definitions)), and is referred to the Program for Nutrition Counseling Services by a currently funded AAA Contractor, (hereafter "Client").

10.2.7.2 Contractor must incorporate a triage service delivery system that will identify and serve Clients at highest risk for malnutrition and nutrition-related health problems. Contractor will use the screening tools and guidelines of the Nutrition Screening Index (NSI) (see Appendix C (Sample Contract), Exhibit P (Definitions)), developed Jointly by the American Academy of Family Physicians, the Academy of Nutrition and Dietetics (A.N.D.) (formerly the American Dietetic Association (ADA), and the National Council on Aging, Inc., for countywide nutrition screening, counseling, and multidisciplinary intervention Services. The NSI can be found on the American Academy of Family Physicians' website located at [www.aafp.org](http://www.aafp.org), "The Geriatric Assessment," Am, Fam. Physician – 2011 January 1;83(1):48-56.

10.2.7.3 Contractor must document all Nutrition Counseling Sessions in the Client's case file, and note recommendations made to the Client by Contractor's RD.

10.2.7.4 Contractor shall retain all information regarding the Nutrition Counseling Sessions in the Client's case file and report information monthly to County and input information into MIS. Nutrition Counseling consists of the following required tasks as listed below.

10.2.7.4.1 Nutrition Risk Assessment:  
Contractor's RD shall collect

information about a Client to determine the Client's nutritional essentials (social, environmental, physical, and/or mental) and evaluate the Client's overall needs. Contractor's RD shall also formulate a list of nutrition goals, recommended Services (does not include services covered by Medicare, Medi-Cal, or other health insurance), and the expected outcome of the Services provided to the Client. A Nutritional Assessment shall include:

10.2.7.4.1.1 A complete review of the Client's Universal Intake Form (UIF-1) (see Appendix B, Statement of Work Exhibits, Exhibit 6, (Universal Intake Form) which includes the NSI "Determine Your Health Checklist" that is used to screen Clients for nutritional risk. The UIF-1 may be provided by a currently funded AAA Contractor or Contractor shall ensure the completion of a new UIF-1 form by Contractor's RD. The UIF-1 shall be retained in the Client's file.

10.2.7.4.1.2 The NSI checklist may be used to determine if the potential Client is at a nutritional risk and may need the appropriate provision of healthcare related interventions.

- 10.2.7.4.1.3 Contractor's RD shall conduct a review of the Clients complete medical diagnosis/ history and clinical measures such as height, weight, blood pressure, blood glucose, diet, and medication intake.
- 10.2.7.4.2 Nutrition Intervention: Contractor's RD shall provide one-to-one counseling to Clients on how to reduce their nutritional risk and shall refer Clients to appropriate resources. Contractor's RD shall provide Clients with Nutrition Intervention follow-up services either in person or by telephone.
- 10.2.7.4.3 Nutrition Reassessment: Nutrition Reassessment is a formalized method of documenting and analyzing changes to the Client since the previous Nutrition Assessment and assures that Services provided by Contractor are reducing the Client's nutritional risk. A Nutrition Reassessment shall include but is not limited to: completion of the NSI checklist and a review of medical diagnosis and clinical measures such as height, weight, blood pressure, blood glucose, diet, and medication intake.
- 10.2.7.4.4 Contractor's RD shall conduct a Nutrition Reassessment every six (6) months from the date of the last Nutrition Assessment.
- 10.2.7.4.5 An additional Reassessment (see Appendix C (Sample Contract) Exhibit P (Definitions)) may also be

conducted during the year at any time the Client's situation changes or a significant event occurs that warrants a Reassessment.

10.2.7.4.6 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.

**10.2.8 Title III C1 Congregate Meal Site Monitoring:** Contractor shall monitor all ENP Congregate Meal Sites, and conduct evaluations of all aspects of the Congregate Meal Sites. This shall include evaluating customer service and ensuring the ENP Contractor is in compliance with the HACCP safety and sanitation standards outlined in the AAA Food Service Standard Operating Procedures Manual and the requirements of the California Retail Food Code.

10.2.8.1 Monitoring will be conducted by Contractor's RD.

10.2.8.2 A monitoring methodology and Customer Satisfaction Survey shall be developed by the Contractor and approved by County. The monitoring methodology shall use a point value, with 100 points as the maximum total score. For example, points will be assigned if the temperature range for food served is correct, and no points will be assigned if the temperature range is incorrect.

10.2.8.3 Contractor's RD shall monitor all Congregate Meal Sites that serve meals five (5) or more days per week, on a monthly basis. Subject to approval by County, Congregate Meal Sites may be monitored more frequently if compliance issues are discovered during a monitoring visit.

10.2.8.4 Contractor shall monitor all Congregate Meal Sites serving meals less than five (5) days per week every three (3) months. Subject to approval by County, Congregate Meal Sites may be monitored more frequently if compliance issues are discovered during the monitoring visit.

10.2.8.5 Contractor shall administer Customer Satisfaction Surveys every fiscal year and submit to County at the end of each fiscal year.

- 10.2.8.6 Annual Site monitoring (Section 10.2.2.1 above) conducted by Lead RD for County AAA ENP may be counted as one of the monthly Congregate Meal Site monitoring visits.
- 10.2.8.7 Contractor shall submit, on a monthly basis, a summary report of its congregate meal site monitoring to County as part of the Monthly Summary Report. At a minimum, the Monthly Summary Report shall include the following:
  - 10.2.8.7.1 A written summation of significant findings, such as operational problems, food quality assurance issues, equipment performance, and resolution from previous findings, for each ENP Contractor and each congregate meal site.
  - 10.2.8.7.2 A copy of the monitoring instrument used to monitor each congregate meal site.
  - 10.2.8.7.3 A summary of Program Services provided to each ENP Contractor.
  - 10.2.8.7.4 Contractor shall review ENP Contractors' training documentation on a monthly basis including: agendas, topics, training materials, training evaluations, and attendance records/sign-in sheets with the name and signature of attendees.
- 10.2.8.8 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.
- 10.2.9 **Title III C-2 Home-Delivered Meal Route Monitoring:** Contractor shall monitor all Home-Delivered Meal Routes for every ENP Contractor providing Home-Delivered Meals and shall conduct evaluations of all aspects of the meal delivery service, including: meal packaging, vehicle and equipment use for transportation, customer service during delivery, and food quality/time/temperature evaluations to ensure that HACCP



safety and sanitation standards outlined in the Los Angeles AAA Food Service Standard Operating Procedures Manual are met, and that Contractor is in compliance with the requirements of the California Retail Food Code (CRFC 2015).

- 10.2.9.1 Monitoring may be conducted by Contractor's RD or other qualified nutrition professionals such as a Dietetic Technician Registered (DTR), Dietetic Student/Intern or Dietetic Graduate under the supervision of an RD.
- 10.2.9.2 A monitoring tool shall be developed by Contractor and approved by County. The monitoring tool shall use a point value, with 100 points as the maximum total score. For example, points will be assigned if the temperature range for food served to Clients on Home-Delivered Meal Routes is correct. No points will be assigned if the temperature range is not correct, resulting in a deduction of the maximum number of points given.
- 10.2.9.3 Contractor shall monitor each Home-Delivered Meal Route once per fiscal year. Subject to approval by County, Home-Delivered Meal Routes may be monitored more frequently if compliance issues are discovered during the monitoring.
- 10.2.9.4 On a monthly basis, Contractor shall submit a summary report of its Home-Delivered Meal Route monitoring to County as part of the HDM Summary Report. At a minimum, the HDM Summary Report shall include the following:
  - 10.2.9.4.1 A written summation of significant findings, such as operational problems, food quality assurance issues, equipment performance, and resolution from previous findings, for each ENP Contractor, and each route;
  - 10.2.9.4.2 A copy of the monitoring tool used to monitor each home-delivery (hot/frozen) route.

10.2.9.5 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.

10.2.10 **Caterer and Central Kitchen Monitoring:** Contractor shall monitor and evaluate the ENP Contractor's caterer's kitchen to ensure that HACCP safety and sanitation standards outlined in the AAA Food Service Standard Operation Procedures Manual are met and that Contractor is in compliance with the requirements of the California Retail Food Code.

10.2.10.1 Monitoring shall be conducted by the Contractor's RD.

10.2.10.2 A monitoring tool shall be developed by the Contractor and approved by County.

10.2.10.3 The ENP caterer's kitchens and central kitchens shall be monitored by Contractor on a monthly basis or more frequently, subject to the AAA approval, if compliance issues are discovered during monitoring.

10.2.10.4 Annual caterer's kitchens and central kitchens monitoring conducted by Lead RD for County AAA ENP may be counted as one of the monthly monitoring visits.

10.2.10.5 On a monthly basis, Contractor shall submit a monthly summary of each of its ENP Contractor's caterer and central kitchen monitoring sites to County as part of the Monthly Summary Report. At a minimum, the Monthly Summary Report shall include the following:

10.2.10.5.1 A written summation of significant findings such as operational problems, food quality assurance issues, equipment performance, and resolution from previous findings, for each ENP Contractor's caterer's kitchen, or ENP Contractor's central kitchen.

10.2.10.5.2 A copy of the monitoring tool used to monitor each ENP Contractor's

caterer's kitchen or ENP Contractor's central kitchen.

10.2.11 **In-Service Training:** Contractor shall plan, develop and provide In-Service Training to all ENP Contractors' staff and volunteers. In-Service training shall include:

10.2.11.1 **Quarterly In-Service Training:** Contractor's RD shall develop and provide mandatory In-Service Training Services to ENP staff, including volunteers.

10.2.11.1.1 An In-Service Training Plan shall be developed by Contractor each fiscal year with input from the ENP Project Managers, ENP Contractors, and Food Service Managers, and shall be approved by County. The training plan shall be maintained on file by Contractor. The training plan shall identify who is to be trained, who will conduct the training, training content, and date scheduled.

10.2.11.2 Training, at a minimum, shall include the following:

10.2.11.2.1 Food safety, prevention of food borne illness, and HACCP principles.

10.2.11.2.2 Accident prevention, instruction on fire safety, first aid, choking, disaster and earthquake preparedness, and other emergency procedures.

10.2.11.3 Contractor shall conduct a minimum of four (4) hours of mandatory staff training to each ENP Contractor per year for all food service staff, including Congregate Meal and Home-Delivered Meal, and volunteers.

10.2.11.4 Contractor shall test all attendees at the end of each mandatory training session. Staff, including volunteers, who attend all four (4) mandatory training sessions and score 80% or higher on the written test will be given the Golden Apple Award (see Appendix C (Sample Contract), Exhibit P (Definitions)).

- 10.2.11.5 Training sessions shall be evaluated by those receiving the training.
- 10.2.11.6 Contractor is to maintain written documentation of all training, including: agendas, topics, training materials, training evaluations, and attendance records/sign-in sheets which include both a name and a signature of attendees. Contractor shall make training records available for inspection by County or by authorized representatives of the County upon request.
- 10.2.11.7 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.
- 10.2.12 **Monthly In-Service Training:** Contractor's RD shall develop and provide Monthly In-Service Training Services for all ENP food service staff, including volunteers.
  - 10.2.12.1 Training shall include the development and presentation of topics, lesson plans, and handouts on proper food handling techniques, safety, sanitation, quality assurance, problem solving, customer satisfaction, and other food service management topics.
  - 10.2.12.2 Contractor shall conduct a minimum of one (1) In-Service Training Session per month for each ENP Contractor per year for all food service staff, including Congregate Meal and Home-Delivered Meal staff, and volunteers or a minimum of twelve (12) In-Service Training Sessions throughout the fiscal year. Each In-Service Training Session shall be one (1) hour. One monthly training per quarter may be used to conduct a Quarterly Mandatory In-Service Training session as detailed in Section 10.2.7.1 above.
  - 10.2.12.3 Training sessions shall be evaluated by those receiving the training.
  - 10.2.11.4 Contractor is to maintain written documentation of all training, including: agendas, topics, training materials, training evaluations, and attendance records/sign-in sheets which include both a name

and a signature of attendees. Contractor shall make training records available for inspection by County upon request. Contractor shall retain all attendance records for trainings and these records shall be kept at Contractor's administrative offices.

- 10.2.13 **Workshops:** Contractor shall hold workshops and develop presentation materials on topics such as HACCP, government regulations, emergency preparedness, outcome measures, quality assurance, customer satisfaction, policies and procedures, and other food service management topics presented to ENP Contractors' Directors, Food Service Managers, RDs, caterers, and other staff and volunteers by Contractor's RDs, or other qualified designees. Workshops shall be:

10.2.13.1 Planned with input from County

10.2.13.2 Conducted annually.

10.2.13.3 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.

- 10.2.14 **ServSafe Course:** Contractor's RD shall prepare and present the National Restaurant Association's ServSafe food safety and sanitation course (see Appendix C (Sample Contract), Exhibit P (Definitions)) to new ENP Directors, Food Service Managers, Congregate Meal Site Managers, and other ENP staff and volunteers.

10.2.14.1 Contractor shall maintain ServSafe course attendance records, and ensure that each course is evaluated by those attending. Program material and evaluation documents shall be sent to County annually and kept on file for review during County site monitoring.

10.2.14.2 Each ServSafe course consists of four (4) sessions at three (3) hours per session.

10.2.14.3 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.

10.2.15 **HACCP Course:** Contractor's RD shall prepare and present a HACCP course which teaches food safety and management. The course shall be in compliance with the most current regulatory requirements of the Food and Drug Administration (FDA), and U.S.D.A. The course shall be presented to ENP Contract Directors, Food Service Managers, and RDs.

10.2.15.1 Contractor shall maintain attendance records and ensure that each course is evaluated by those attending. Program material and evaluation documents shall be sent to County annually and kept on file for review during County on-site monitoring.

10.2.15.2 Each HACCP Course shall include two (2) to three (3) sessions for a total of 12 hours per course per fiscal year.

10.2.16 **Menu Review and Recipe Development:** Contractor's RD shall provide an annual review and approval of each ENP Contractor's Cycle Menus (a menu that is repeated for five (5) to six (6) weeks), and again throughout the fiscal year. Contractor's Lead RD for County AAA ENP, shall certify and approve the Cycle Menus once per fiscal year. The menus shall comply with the most recent Dietary Guidelines for Americans (DGA)s, and Dietary Reference Intakes (DRI)s (see Appendix C (Sample Contract), Exhibit P (Definitions)) published by the USDA, and the U.S. Department of HHS AoA.

10.2.16.1 Contractor shall follow Section 339 of the OAA (42. U.S.C. 3030g-21) and 22 CCR 7638.5, Nutrition Requirement of Meals, to ensure each meal shall provide the following to participating individuals:

10.2.16.1.1 A minimum of one-third (1/3) of the DRIs for programs serving one (1) meal per day, as established by the Food and Nutrition Board, National Academy of Sciences-National Research Council (1989), incorporated by reference.

10.2.16.1.2 A minimum of two-thirds (2/3) of the DRIs for programs serving two (2) meals per day.

- 10.2.16.1.3 One hundred (100%) percent of the DRIs for programs serving three (3) meals per day.
- 10.2.16.2 Contractor shall ensure Cycle Menus are written by the ENP Contractor's Food Services Manager and/or Caterer, with consultation from Clients, the ENP Contractor's Quality Assurance Committee, and ENP Contractor's Project Manager.
- 10.2.16.3 Contractor shall provide a menu analysis established by CDA to ensure compliance with subparagraph 10.2.1.1.1 above using either:
  - 10.2.16.3.1 A Meal Component system (see Appendix C (Sample Contract), Exhibit P (Definitions)); or
  - 10.2.16.3.2 A detailed nutritional analysis (see Appendix C (Sample Contract), Exhibit P (Definitions)).
- 10.2.16.4 Contractor's RDs shall approve food substitutions to meals originally planned to ensure the meals meet the requirements of this section.
- 10.2.16.5 Conduct product research to locate best equipment, supplies or food products for food service operations.
- 10.2.16.6 The Unit of Measurement and Unit Rate are listed in Section 10.3 Summary of Units of Service.
- 10.2.17 **SNAP-Ed:** Consists of any combination of educational strategies, accompanied by environmental supports, designed to facilitate voluntary adoption of food and physical activity choices. It also examines other nutrition-related behaviors conducive to the health and well-being of SNAP-Ed Clients and low-income individuals eligible to participate in SNAP-Ed. Nutrition education and obesity prevention services for the purposes of this Contract are delivered through OAA ENP Congregate Meal sites.
  - 10.2.17.1 Eligibility Criteria:
    - 10.2.17.1.1 An Older Individual participating in a SNAP-Ed activity at an eligible Los

Angeles County SNAP-Ed Qualified Site (see Appendix B (Statement of Work Exhibits), Exhibit 7 – Los Angeles County SNAP-Ed 2014-15 Qualified Sites).

10.2.17.1.2 Meet SNAP-Ed Site Eligibility Guidance Standards as required by CDA (see USDA Supplemental Nutrition Assistance Program Education Guidance at <http://snap.nal.usda.gov/>). CDA has developed three (3) methods to determine SNAP-Ed site eligibility:

10.2.17.1.3 Each Congregate Meal Site location is within an eligible low-income census tract. (Greater than 50 percent of Clients have incomes below 185 percent of the Federal Poverty Level (FPL)). County has conducted this review and Contractor will receive a copy of the SNAP-Ed Census Tract Site Eligibility Form (see Appendix B (Statement of Work Exhibits), Exhibit 8 – SNAP-Ed Census Tract Site Eligibility Form.

10.2.17.1.4 Fifty percent (50%) of Congregate Meal Site Clients have incomes below 100 percent (100%) of the FPL based on income levels from Title III-C intake forms.

10.2.17.1.5 Fifty percent (50%) of Congregate Meal Site Clients must have incomes below 185 percent (185%) of the FPL.

10.2.17.1.5.1 Client income is based on individual Client queries conducted at the Congregate Meal Site. (The queries may be completed on the day of largest attendance.



- 10.2.17.2 SNAP-Ed Services must use an evidence-based approach integrating the best Research Evidence with the best available practice-based evidence. Practice-based evidence includes case studies, pilot studies and evidence from the field on nutrition education interventions that demonstrate obesity prevention potential.
- 10.2.17.3 Evidence may be related to obesity prevention target areas, intervention strategies, and/or specific interventions. Target areas are identified in the current Dietary Guidelines for Americans.
- 10.2.17.4 Contractor shall assure there is a need for SNAP-Ed activities. SNAP-Ed activities shall not supplant existing programs. The OAA ENP Congregate Meal Site location where SNAP-Ed activities are provided must meet the USDA delivery requirements. SNAP-Ed targeting plans must be updated as needed and approved by CDA and County prior to delivery.
- 10.2.17.5 SNAP-Ed Services may be Indirect Education and/or Direct Education Services.
- 10.2.17.5.1 SNAP-Ed Indirect Education (IE) is the distribution of information and resources, including any mass communications, public events, and material distribution that does not meet the definition of Direct Education and that are designed to increase public awareness of SNAP-Ed and/or increase awareness and knowledge of food, dietary quality, food security, food safety, and food resource management/shopping behaviors.
- 10.2.17.5.1.1 Indirect Education activities may include:
- Printed Material Distribution: flyers, fact sheets,

pamphlets,  
nutrition articles.

- Displays of Educational Materials such as bulletin boards, and posters.
- Public Events such as community events and health fairs.
- Forums or workshops where individual data for direct education cannot be collected.
- Distribution of a senior-oriented newsletter that includes activities, recipes, etc.

10.2.17.5.1.2 Contractor shall obtain permission from County prior to conducting any Indirect Education Activity.

10.2.17.5.1.3 Contractor shall complete an Indirect Data Activity Tracking Sheet (see Appendix B (Statement of Work Exhibits) Exhibit 10 – Indirect Activity Tracking Sheet) for each Indirect Education Activity.

10.2.17.5.2 SNAP-Ed Direct Education (DE) is a planned nutrition education event designed to increase knowledge and/or skills (not just awareness), based upon an activity or lesson plan where Clients are actively engaged in the learning process with an educator for at least 15 minutes. It allows educators to obtain information about individual Clients.

10.2.17.5.2.1 For an event to qualify as a DE activity, Contractor must report the eligible Client status, age, gender, and race/ethnicity for each Client. If all four (4) criteria are not collected, the Client cannot be reported as direct education and will be counted as indirect education.

10.2.17.5.2.2 Contractor shall distribute and collect Direct Education Activity Data Cards (see Appendix B (Statement of Work Exhibits) Exhibit 11 – Los Angeles County AAA SNAP-Ed Sign-In Sheet for Direct Education) at each Direct Education activity to collect necessary demographic information.

10.2.17.5.2.3 SNAP-Ed Direct Education activities shall incorporate

educational and environmental approaches to create conditions where people are encouraged to act on their education and awareness and where healthy choice becomes the easy and preferred choice. Every Direct Education activity shall include a nutrition education and a physical fitness component.

10.2.17.5.2.4 SNAP-Ed Direct Education activities shall include behaviorally focused, evidence-based nutrition education and obesity prevention interventions and projects that promote healthy food choices based on the most recent Dietary Guidelines for Americans and the associated USDA Food Guidance System, *My Plate* (refer to USDA Center for Nutrition Policy and Promotions Website at <http://www.cnpp.usda.gov/>).

10.2.17.5.2.5 SNAP-Ed Direct Education activities

may include but are not limited to:

- Sessions on calorie balance and weight management based on the Dietary Guidelines for Americans. This could include measuring height and weight or using self-reported heights and weight to determine BMI.
- Demonstrations, audio-visual presentations, and/or small interactive group discussions with Clients.
- Classroom instruction/lessons.
- Planned one-on-one nutrition education.
- Grocery store or farmers' market tours.
- Cooking demonstrations and nutrition classes to build basic cooking skills.

- Physical fitness activities to support obesity prevention services, increase physical activity and reduce time spent in sedentary behaviors to promote a healthy lifestyle in order to sustain and improve the health and well-being of a Client.

10.2.17.5.2.6 Contractor will provide scheduled SNAP-Ed Physical Fitness Classes individually or in an educational group setting (five (5) or more Older Adults) at eligible OAA ENP Congregate Meal sites.

10.2.17.5.2.7 Contractor is limited to four (4) hours for group Sessions of five (5) or more individuals and two (2) hours for an individual Session. A four (4) hour group Session shall include a combination of nutrition education and physical activity components.

10.2.17.4.3 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.

10.2.17.6 Contractor shall utilize the California Department of Aging Older Adult approved California Department of Aging Approved Evidence Base Programs: Older Adult Approved SNAP-Ed Nutrition Education Obesity Prevention Interventions chart (see Appendix B (Statement of Work Exhibits) Exhibit 12 - California Department of Aging Approved Evidence Based Programs: Older Adult Approved SNAP-Ed Nutrition Education Obesity Prevention Interventions form).

10.2.17.7 Nutrition Education materials must be presented in a culturally sensitive manner by Contractor's RD or other appropriate credential health care professional at the RD's discretion and as referred by the RD.

10.2.17.8 Contractor shall not convey any negatively written, visual, or verbal expressions about any specific brand of food, beverage, or commodity. Appendix B (Statement of Work Exhibits) Exhibit 13 SNAP-Ed Acknowledgement of Funding Statement.

10.2.17.9 SNAP-Ed Direct Education activities must include an evaluation component for effectiveness by any of the following methods, impact, outcome, and process evaluation techniques:

Type of Evaluation	Definition	Example Questions
Formative Research	Application of qualitative and quantitative methods to gather data useful for the development and implementation of intervention programs.	Do senior citizens served by our agency eat the recommended daily servings of fruit and vegetables?
Process (Implementation) Study	The measurement and tracking of activities associated with the implementation and fidelity of an intervention program.	How many SNAP-Ed Clients and low income eligibles are enrolled in the intervention? How many attended each of the four (4) classes

		offered?
Outcome Assessment	Examination of the extent to which an intervention program achieves its stated goals.	Did the Intervention program meet stated goals?
Impact Evaluation	Measures the net change in outcomes for a particular group of people that can be attributed to a specific program.	Did seniors who received SNAP-Ed Services increase the number of fruits and vegetables consumed each day by at least .25 cups per day compared to seniors who did not receive the Services?

10.2.17.10 SNAP-Ed Behavioral Outcomes: the primary emphasis is to assist the SNAP-Ed target population in establishing healthy eating habits and physically active lifestyles to promote health and prevent disease, including obesity. To magnify the impact of SNAP-Ed, behaviorally focused nutrition messages shall be:

10.2.17.10.1 Related to healthy food choices, for example, eating low fat foods, adding one (1) fruit each day, switching to whole grain breads, making half the plate fruits and vegetables, switching to fat-free or low-fat milk and milk products, maintaining appropriate calorie balance, etc.

10.2.17.10.2 Related to the environmental impact of dietary practices, including safe food handling, increase physical activity and reduce time spent in sedentary behaviors as part of a healthy lifestyle.

10.2.17.10.3 Related to food shopping practices that increase purchasing power and availability of food using store coupons, joining store clubs for added discounts, and purchasing in bulk.

10.2.17.10.4 Food security such as applying for nutrition assistance programs such as



the Women, Infants, and Children (WIC) program (see Appendix C (Sample Contract), Exhibit P (Definitions)), SNAP-Ed, child nutrition programs, food distribution programs, etc.).

10.2.17.11 Contractor must collaborate with ENP Contractors (see Appendix C (Sample Contract), Exhibit P (Definitions)) and other AAA funded Contractors or as advised by County in order to ensure comprehensive and coordinated service delivery and to prevent the duplication of Services.

10.2.17.12 SNAP-Ed Dollars To Be Reimbursed: For SNAP-Ed Services, Contractor will be reimbursed for allowable costs from Federal program funds that support SNAP-Ed and conform to government-wide and SNAP-Ed specific cost policy. Allowable costs include but are not limited to:

10.2.17.12.1 The production of State SNAP-Ed materials for which no other comparable materials exist that support the State's goals and objectives for SNAP-Ed.

10.2.17.12.2 Costs of food for recipe/taste testing purposes and cost of kitchen equipment and supplies necessary for food storage, preparation, and display of food prepared for demonstration purposes.

10.2.17.12.3 Food samples associated with educational lessons.

10.2.17.12.4 SNAP-Ed related training for program delivery staff.

10.2.17.12.5 Interventions that promote the selection of healthy food from vending machines.

10.2.17.12.6 The purchase of Food, Nutrition, and Consumer Services (FNCS) (see Appendix C (Sample Contract),

Exhibit P (Definitions)) nutrition education reinforcement materials that address SNAP-Ed topics/nutrition messages and promote healthy nutrition and physical activity practices. Such items must have a direct relationship to Program objectives and the expected behavior change. Terms used to describe these items include memorabilia, souvenirs, promotional items, incentives, and educational extenders. Such items are allowable costs only if they are reasonable and necessary, contain or reinforce nutrition and physical activity messages, and:

- Have a nominal value of \$4.00 or less per item
- Have a clear relevant and useful connection to particular Food and Nutrition Service (FNS) (SNAP-Ed nutrition education or obesity prevention messages;
- Contain an educational message or have a use that is directly relevant to reinforce nutrition education and obesity prevention messages;
- Have value as nutrition education and obesity prevention aids;
- Will be offered only after weighing and assessing other relative needs and cost effectiveness; and
- Will not be used solely for staff morale boosters.
- If the reinforcement material is designed for physical activity promotion, it is provided in conjunction with relevant nutrition and physical activity messages.

#### 10.2.17.13 SNAP-Ed Evaluation Process

10.2.17.13.1 Contractor shall ensure that each SNAP-Ed intervention activity is evaluated for effectiveness by any of the following methods, impact, outcome, and process evaluation techniques.

10.2.17.13.2 Contractor is encouraged to include a behavioral change evaluative process for all SNAP-Ed intervention activities which may consist of:

10.2.17.13.2.1 Evaluation involving pre and post testing of nutrition education to answer questions about whether materials are understandable, relevant, credible, and acceptable to the target audience.

10.2.17.13.2.2 Measures such as tracking the number of materials distributed to the number of Clients reached, and effectiveness of alternate methods of delivering Services and/or barriers to implementing the intervention.

10.2.17.13.3 Contractor shall demonstrate changes that occur in the presence of an intervention but do not establish cause and effect conclusions.

10.2.17.13.4 Contractor shall indicate the impact and effectiveness of the intervention

in changing the target populations' attitudes, awareness and/or behavior.

10.2.17.13.5 Contractor shall provide the information to be entered into the Evaluation and Reporting System (EARS) form (see Appendix C (Sample Contract) Exhibit 14 - SNAP-Ed End of Year Education Administration Reporting System Form (EARS) following the specified timelines as prescribed by CDA.)). The definitions for the different evaluation types can be found at: [www.fns.usda.gov/ora/menu/Published/NutritionEducation/Files/EvaluationPrinciples.pdf](http://www.fns.usda.gov/ora/menu/Published/NutritionEducation/Files/EvaluationPrinciples.pdf).

10.2.17.13 SNAP-Ed Monthly Summary Reports: On a monthly basis, CONTRACTOR shall submit the SNAP-Ed Monthly Summary Reports to County and input into the Management Information System (MIS) summarizing:

10.2.17.13.1 Direct Education

10.2.17.13.1.1 Number of SNAP-Ed Clients.

10.2.17.13.1.2 Number of SNAP-Ed contacts by age and SNAP-Ed status.

10.2.17.13.1.3 Total number of SNAP-Ed contacts who are female/male.

10.2.17.13.1.4 Race and ethnicity.

10.2.17.13.1.5 Type of setting.

10.2.17.13.1.6 Programming format.

- 10.2.17.13.1.7 Educational topic areas of emphasis (e.g.: fat free and low fat milk or equivalent, fruits and vegetables, physical activity).
- 10.2.17.13.1.8 Types of activity (e.g.: consumer nutrition education, grocery store tour, one-on-one nutrition education, physical activity with nutrition education).
- 10.2.17.13.1.9 Contractor shall submit Los Angeles County SNAP-Ed Sign-In Sheets for each Direct Education Activity (see Appendix C (Sample Contract) Exhibit GG – SNAP-Ed Sign-In Sheet for Direct Education) – new updated reporting requirement.
- 10.2.17.13.1.10 Indirect Education
- 10.2.17.13.1.11 Types of material distributed (e.g. fact sheets, pamphlets, newsletters, posters, promotional materials with nutrition messages, website, etc.).
- 10.2.17.13.1.12 Estimated audience reached through

communication  
events.

10.2.17.13.1.13 Contractor shall submit Indirect Education Data Cards (see Appendix C (Sample Contract) Exhibit FF - Indirect Data Activity Tracking Sheet) for each Indirect Education Activity.

10.2.17.14 SNAP-Ed Year End Report: CONTRACTOR shall submit a final year-end report to County at the end of each FY utilizing the CDSS End of Year EARS Form (see Appendix B (Statement of Work Exhibits) Exhibit 14 – SNAP-Ed End of Year Education Administration Reporting System Form (EARS)) and Annual Reports as required by CDSS. This report captures data on the numbers of SNAP-Ed Clients, demographic data, and the type of SNAP-Ed Services provided, etc.

### 10.3 Summary of Units of Service

10.3.1 Unit Rates, as referenced below are subject to change based on funding availability and Program Costs. These rates may vary from those that are awarded.

Required Service	Unit of Measurement	Maximum Unit Rate
Title III C-1/C-2 ENP Annual Review	One (1) hour (maximum four (4) hrs. per site)	\$60
Title III C-1/C-2 Area Plan Review	One (1) hour (maximum of forty (40) hours per FY)	\$54
Congregate Meals Program (Title III C-1) Nutrition Education Group	One (1) hour maximum per group session	\$54

Sessions		
Home-Delivered Meal Program (Title III C-2) Nutrition Education	One (1) Nutrition Education Handout	\$0.66 per Handout
Title III C-1/C-2 Nutrition Counseling	One (1) Session (limited to one (1) Session (per Client per day)	\$60
Title III C-1 Congregate Meal Site Monitoring	One (1) hour (maximum of 1.5 hours allowed per site monitoring or 2.5 hours when the site monitoring is combined with conducting the Customer Satisfaction Survey).	\$60
Title III C-2 Home-Delivered Meal Route Monitoring	One (1) hour (maximum of four (4) allowed for each hot meal delivery route and a maximum of six (6) hours allowed for each frozen meal delivery route to ensure that ending delivery temperature standards, per HACCP, are met).	\$64
Caterer and Central Kitchen Monitoring	One (1) (maximum 3.5 hours allowed per monitoring).	\$60
Quarterly In-Service Training	One (1) hour (maximum Four (4) hours of mandatory Quarterly In-Service training per session).	\$54
Monthly In-Service Training	One (1) hour (maximum eighteen (18) hours for each ENP Contractor per fiscal year)	\$54
Workshops	One (1) (maximum of 138 hours allowed per fiscal year).	\$54
ServSafe Course	One (1) hour (maximum of ninety-six (96) hours, including preparation time allowed per course.)	\$54
HACCP Course	One (1) hour (maximum of thirty-two (32) hours allowed per course).	\$54
Menu Review	One (1) (Maximum eight (8) hrs. allowed per Cycle Menu to write, review, and approve, and a maximum of 800 hours for nutritional analysis per fiscal year).	\$54
SNAP-Ed (Nutrition Education and	One (1) hour per session (limited to four (4) hours per group session including preparation time).	\$54

Physical Fitness)		
SNAP-Ed Dollars to be reimbursed	See Sub-paragraph 10.2.13.12 SNAP-Ed Dollars to Be Reimbursed of this Exhibit.	

#### 10.4 **Emergency and Disaster Preparedness**

- 10.4.1 Notwithstanding Contractor's and County's contractual objective to provide Services to Clients, Contractor shall make Services available to any person impacted by a nationally-or State-declared emergency event, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for funds expended.
- 10.4.2 In the event of extraordinary incidents, unusual occurrences, natural disasters, or crime, including by not limited to repairs, modifications, refurbishment, fumigation, or replacement of facility(ies), vandalism, acts of God, and third party negligence, Contractor must have an emergency plan in place to ensure that there is no disruption in Services.
- 10.4.3 Contractor must have a written emergency plan on file describing how Services will be maintained during the event of a disaster, emergency, or disruption to normal service delivery. Emergency and Disaster Plan Basic Requirements Appendix B (Statement of Work Exhibits), Exhibit 3 details the minimum requirements of the plan.
  - 10.4.3.1 The written plan must include the following sections:
    - 10.4.3.1.1 Emergency and Disaster Plan Mission
    - 10.4.3.1.2 Business Continuity Plan (BCP)
    - 10.4.3.1.3 Emergency Response Organization Chart
    - 10.4.3.1.4 Roster of Critical Local Contacts
    - 10.4.3.1.5 Communication Plan
  - 10.4.3.2 The Emergency and Disaster Plan must be made available to employees, volunteers, and subcontractors for reference before, during, and after the emergency or disaster.
    - 10.4.3.2.1 Contractor's key staff members shall have a copy of the Emergency and Disaster Plan easily accessible at all times.



- 10.4.3.3 Annually, Contractor shall update the Emergency and Disaster Plan and submit it to the AAA Emergency Coordinator.
- 10.4.3.4 The Emergency and Disaster Plan shall be saved on an encrypted computer storage jump drive for easy access and transportability.
- 10.4.3.5 Contractor must maintain an updated hard copy registry of Clients with contact information for emergency and disaster purposes. Contractor shall use the registry to contact Clients to assess if the Client is safe, needs a referral to an evacuation center or other assistance, and has a plan to stay in a safe and healthy environment.
- 10.4.4 Contractor shall complete Exhibit 4 (Site Emergency Resource Survey) on an annual basis to help identify and assess potential resources in the community to support the Service population following a large community emergency or disaster.
  - 10.4.4.1 Contractor shall submit Exhibit 4 (Site Emergency Resource Survey) annually on the last business day in September to the designated AAA Emergency Coordinator.
  - 10.4.4.2 Contractor shall submit an updated Site Emergency Resource Survey to the designated AAA Emergency Coordinator anytime there is a change in information.
- 10.4.5 Contractor shall develop and have on file a written Business Continuity Plan (BCP) that describes how Contractor will reduce the adverse impact of any emergency event or disruption to normal Service delivery, as referenced in SOW section 13.1, to Clients as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Contractor shall make the BCP available to its employees, volunteers, and subcontractors for reference before, during, and after such emergency event disruption.
  - 10.4.5.1 The BCP must include a system to track emergency expenditures and emphasize the following:
    - 10.4.5.1.1 Back-up systems for data
    - 10.4.5.1.2 Emergency Service delivery options

10.4.5.1.3 Community resources

10.4.5.1.4 Transportation

10.4.6 Contractor shall:

10.4.6.1 Designate an Emergency Coordinator to communicate with the AAA Emergency Coordinator or designee in the event of an emergency, disaster, or disruption to normal Service delivery, and ensure that the AAA Emergency Coordinator or designee has current contact information for Contractor's Emergency Coordinator.

10.4.6.2 Identify and make contact with Contractor's local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contract shall include a discussion of the types of clients served by the Contractor and how their needs will be addressed by OES in the community. Information shall be incorporated into the Contractor's emergency plan, as applicable.

10.4.6.3 Establish alternate communication systems, such as cell phone or text messaging, in the event that the regular communication system is interrupted.

10.4.6.4 Identify lead and support agencies for emergencies and disasters in the local community so that response efforts are coordinated with the appropriate agency.

10.4.6.5 Maintain a current list of support agencies and services (in addition to AAA Contractors) in local and neighboring communities to provide Information and Assistance for Clients, their families and representatives, and facility staff.

10.4.6.6 Maintain a current list of agency staff and volunteers' telephone numbers, e-mail addresses, and emergency contact information.

10.4.6.7 Maintain adequate emergency and disaster supplies on site, including emergency first aid supplies.

10.4.6.8 Ensure that there are adequate staff and resources to execute the emergency and disaster plan in the event of an emergency or disaster.

10.4.6.9 Maintain a written escape plan and route for Clients receiving on-site services during an emergency or disaster. The written escape plan and route shall include a diagram that is visibly posted at the site. Facilities must have evacuation procedures to facilitate the safe evaluation of individuals to secure locations.

10.4.6.10 When necessary and practical, use existing cash reserves to temporarily cover emergency and disaster assistance costs such as additional food, supplies, extra home-delivered meals, home clean-up and safety, emergency medications, transportation, and other immediate needs including:

10.4.6.10.1 Assisting Older Individuals, disabled adults, and/or any other persons seeking refuge by linking them with medical or emergency services, family, friends, and community-based programs such as the Red Cross or the appropriate government agency(ies) that can provide assistance.

10.4.6.10.2 Coordinating services for Older Individuals and disabled adults who may be homebound, dependent upon dialysis, or have life-threatening, chronic illnesses that require immediate emergency intervention.

10.4.6.10.3 Relocating homebound, high risk Clients to a safe location, and coordinating and arranging emergency transportation to a predetermined location.

**10.4.7 Communication Procedures with the Area Agency on Aging (AAA)**

10.4.7.1 Contractor must provide a status update to the AAA Emergency Coordinator or designee in the event of an emergency or disaster. The standard communication procedures during and after an emergency or disaster are as follows:

10.4.7.1.1 AAA Emergency Coordinator will provide information to Contractor and request feedback regarding the impact of the emergency or disaster on Clients, program operations, facilities, and where feasible, the impact on Clients, their family caregivers, individuals with disabilities, and any unmet needs in Los Angeles County (via text message, email, telephone, or any other method that is available).

10.4.7.1.2 Contractor will provide information to AAA Emergency Coordinator regarding the impact of the emergency or disaster and any unmet needs resulting from the event as soon as possible (via text message, email, telephone, or any other method that is available).

10.4.7.1.3 Information received by AAA Emergency Coordinator will be compiled into a report that will be submitted to the Los Angeles County Board of Supervisors and CDA Disaster Preparedness Coordinator.

## **10.5. Additional Requirements**

10.5.1 When it is known or reasonably suspected that a Client has been the victim of abuse, Contractor must report the abuse to the authorities in accordance with Section 15630, Welfare and Institutions Code.

### **10.5.2 Community Outreach**

10.5.2.1 Contractor shall provide Community Outreach, which is defined as actively providing and disseminating Program information to the public on what Services

may be available to potential Clients. Contractor shall also market the Services to all ethnic groups in each Supervisorial District in which the Services are being provided by Contractor. All materials must be presented in a culturally sensitive manner by Contractor.

10.5.2.2 Contractor shall ensure that information and assistance on Services are provided to all populations including, but not limited to, homeless, veterans, and Lesbian-Gay-Bisexual-Transgender (LGBT) Clients by participating in activities such as disseminating information at targeted outreach events, conducting presentations at various facilities, and providing culturally appropriate outreach and assistance to overcome disparities in accessing health and social services.

#### 10.5.3 Customer Satisfaction Surveys

10.5.3.1 Contractor shall conduct Customer Satisfaction Surveys once per fiscal year with Clients and retain a copy of all surveys on file and accessible to County for review. The results of the surveys will be used by Contractor to make quality improvements in Services provided to Clients. Contractor may be asked by County to comply with and develop other outcome measures.

10.5.3.2 The Customer Satisfaction Surveys shall be disseminated to all Clients who have participated in a Nutrition Education class during the fiscal year.

10.5.3.3 Contractor shall collect all Customer Satisfaction Survey responses, tally them during the closeout period, and submit forms to County Project Manager annually, or as specified by County.

### 10.6 Multipurpose Senior Centers

10.6.1 If Contractor operates a Multipurpose Senior Center as defined under Title 42 USC Section 3002(36), Contractor must adhere to all applicable Los Angeles County, State of California, and Federal guidelines and regulations, including, but not limited to, 22 CCR 7550 – 7562..

- 10.6.2 If Contractor operates a Multipurpose Senior Center, as noted in 10.6.1 above, Contractor shall comply with the provisions contained in the following acts:
  - 10.6.2.1 Copeland "Anti-Kickback" Act (18 USCS 874) (29 CFR, Part 3)
  - 10.6.2.2 Davis-Bacon Act (40 USC 3141-3142) (29 CFR, Part 5)
  - 10.6.2.3 Contract Work Hours and Safety Standard Act (40 USC 327-332) (29 CFR, Part 5)
  - 10.6.2.4 Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in the Department of Labor Regulations (41 CFR, Part 60).
- 10.6.3 Contractor acknowledges that when an existing facility has been altered with Contract Funds made available through this Contract and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:
  - 10.6.3.1 Not less than three (3) years from the date this Contract terminates or expires where the amount of the Contract or award of Contract Funds, including the non-Federal share, does not exceed \$30,000 (thirty thousand dollars).
  - 10.6.3.2 If the amount of award exceeds \$30,000 (thirty thousand), the fixed period of time shall not be less than three (3) years from the date the Contract terminates or expires, and increased one (1) year for each additional \$10,000 (ten thousand dollars), or part thereof, to a maximum adjustment factor of \$75,000 (seventy-five thousand dollars).
  - 10.6.3.3 For amounts, or award of Contract Funds, exceeding \$75,000 (seventy-five thousand), the fixed period of time shall be not less than ten (10) years from the date this Contract expires or terminates.

## **10.7 Voluntary Contributions**

- 10.7.1 Contractor shall develop and implement a method to enable Clients to voluntarily contribute to the cost of the Program.
  - 10.7.1.1 Contractor shall clearly inform each Client that there is no obligation to contribute, and that any contributions they make are strictly voluntary.
  - 10.7.1.2 Contractor must have a mechanism in place to ensure the privacy and confidentiality of each Client is protected whether or not they choose to make a contribution.
  - 10.7.1.3 Contractor must establish a procedure for soliciting donations that provides the Client with a confidential method for making donations.
  - 10.7.1.4 Volunteers and/or staff at the sign-in table (if applicable) must be trained on the donation policy, emphasizing the confidential nature of any contributions.
- 10.7.2 Client contributions received may be used for Services. However, Contractor acknowledges that any contributions will not reduce the Contract amount and shall only be used to supplement, not supplant, Program funds.
- 10.7.3 Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at Contractor's site.
- 10.7.4 Contractor shall separate collected contributions from Contract funding. All contributions and fees shall be identified as Program Income and used to increase the number of Clients served, facilitate access, and/or provide supportive services.
- 10.7.5 Contributions earned in excess of the amount reported in the budget may be deferred for use in the first quarter of the next fiscal year and must be used to expand baseline services. Such funds shall be recorded as Program Income.
- 10.7.7 Contractor shall ensure that Clients are not required to contribute to the Program when they are requesting or receiving Services. Solicitation of voluntary contributions shall not be coercive. Clients shall not be denied Services based on their inability or unwillingness to contribute.

10.7.7.1 The following practices pertaining to voluntary contributions/donations and/or share of costs **are not allowed**:

10.7.7.1.1 Requests from Clients to assist in the share of cost to the Program.

10.7.7.1.2 Tracking donations by accounts receivable.

10.7.7.1.3 Tracking donations by individual Clients.

10.7.7.1.4 Pamphlets and websites must not state that payment is required for Services or state a monetary amount for Services.

10.7.7.1.5 Employing tactics, in any way, that could be viewed as embarrassing to Clients and/or obligatory requests for donations.

10.7.7.1.6 Employing tactics such as allowing volunteers to guard the collection boxes or having Clients sign in and pay before receiving Services.

10.7.7.1.7 At the time of the intake interview, compelling a Client to pledge a particular amount as an agreed upon donation.

10.7.7.1.8 Using coercion to solicit voluntary contributions.

10.7.7.1.9 A donation request resembling a billing statement or invoice.

10.7.7.1.10 Imposing a suggested contribution rate based on Client's income.

## **11.0 GREEN INITIATIVES**

11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.1.1 Contractor shall purchase products that minimize environmental impacts, toxins, pollution, and hazards to worker and community safety to the greatest extent practicable.



- 11.1.2 Contractor shall purchase, to the extent possible, products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.
- 11.1.3 Contractor shall support strong recycling markets, reduce materials that are put into landfills, and increase the use and availability of environmentally preferable products that protect the environment.
- 11.2 To the extent practicable, Contractor shall not use cleaning or disinfecting products (i.e., for janitorial services) that contain carcinogens, mutagens, or teratogens. These include chemicals listed by the U.S. Environmental Protection Agency or the National Institute for Occupational Safety and Health on the Topics Release Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.
- 11.3 Contractor shall notify County's Project Manager in writing of Contractor's new green initiatives seven (7) business days prior to the commencement of the contract.

## **12.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listings of Services used in the Performance Requirements Summary (PRS) chart (see Appendix B (Statement of Work) Exhibit 2 - Performance Requirements Summary (PRS) Chart) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract, and the SOW. In any case of apparent inconsistency between Services as stated in the Contract, SOW, and this PRS, the meaning apparent in the Contract and the SOW will prevail. If after requested to review by Contractor, County determines any Services created in this PRS are not clearly and forthrightly set forth in the Contract and the SOW that apparent Service will be null and void and place no requirement on Contractor.